



s 9(2)(a)

Dear s 9(2)(a)

Thank you for your email of 31 May 2023 requesting the following information under the Official Information Act 1982 (the Act):

Could you please provide two documents referred to in the evidence of Hannah McGregor:

- *The access licence agreement, referred to in paragraph 52*
- *The relationship agreement, referred to in paragraph 14*

I am refusing your request for the relationship agreement between the Crown and Ngā Mana Whenua o Tāmaki Makaurau under section 18(d) of the Act, that the information requested is available on the Beehive website: www.beehive.govt.nz/release/crown-iwi-agreement-auckland-housing-programme.

The Access Licence agreement between Te Tūāpapa Kura Kāinga – Ministry of Housing and Urban Development and the Rōpū for the Carrington Site is released to you with some information withheld under section 9(2)(b)(ii), to protect information where the making available of the information would be likely unreasonably to prejudice the commercial position of the person who supplied or who is the subject of the information.

I am also releasing to you a document titled *Access Licence: Agreement to update Schedule 1*, which notifies the parties of a change to the land area referred to in the access licence agreement.

In terms of section 9(1) of the Act, I am satisfied that, in the circumstances, the decision to withhold information under section 9 of the Act is not outweighed by other considerations that render it desirable to make the information available in the public interest.

You have the right to seek an investigation and review of my response by the Ombudsman, in accordance with section 28(3) of the Act. The relevant details can be found on the Ombudsman's website at: www.ombudsman.parliament.nz.

As part of our ongoing commitment to openness and transparency, the Ministry proactively releases information and documents that may be of interest to the public. As such, this response, with your personal details removed, may be published on our website.

Yours sincerely

Matt Fraser
Head of Land Acquisition and Development



Te Tūāpapa Kura Kāinga
Ministry of Housing and Urban Development

Access Licence for the Carrington Site

between

**The Sovereign in Right of New
Zealand acting by and through the
Chief Executive of Te Tūāpapa Kura
Kāinga - Ministry of Housing and
Urban Development**

and

**Marutūāhu Rōpū Limited
Partnership and Waiohua Tāmaki
Alliance Limited Partnership**

THIS LICENCE is dated the day of 2021

Parties

The Sovereign in Right of New Zealand acting by and through the Chief Executive of Te Tūāpapa Kura Kāinga - Ministry of Housing and Urban Development (*HUD*)

Marutūāhu Rōpū Limited Partnership and Waiohua Tāmaki Alliance Limited Partnership (*Rōpū*)

Background

- A. The Carrington Residential Development Site is right of first refusal land under the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed and Ngā Mana Whenua o Tāmaki Makaurau Collective Act 2014 and the Marutūāhu Rōpū, Ngāti Whātua Rōpū, and Waiohua-Tāmaki Rōpū are the rights holders of the opportunity to develop this land for housing.
- B. s 9(2)(b)(ii)
- C. HUD has agreed to grant to the Rōpū a licence to access and occupy the Land s 9(2)(b)(ii) on the terms set out in this licence.

Reference Schedule

Access Date:		The later of: (a) the date that all parties have executed this Licence; or (b) the conditions in clause 3.5 have been satisfied.	
Expiry Date:		The date upon which the Works are completed in accordance with the terms of this Licence.	
Daylight Hours:		The time commencing 30 minutes before sunrise and ending 30 minutes after sunset on any given Working Day.	
Property Manager:		Darroch Central Auckland 24 Spring Street, Freeman's Bay PO Box 3490, Auckland 1011 (09) 309 3040	
Land:		That part of the Carrington site at Carrington Road, Mt Albert, Auckland as shown outlined in red on the Plan attached as Schedule 1 (subject to clause 3.2).	
Professional Indemnity Insurance:		s 9(2)(b)(ii)	
Public Liability Insurance:		s 9(2)(b)(ii)	
Addresses for notices:	Crown	Address:	Level 7, 7 Waterloo Quay PO Box 82 Wellington 6140
		Attention:	Matt Fraser
		Email:	matt.fraser@hud.nz
	Marutūāhu Rōpū Limited Partnership	Address:	C/- Marutūāhu Rōpū General Partner Limited C/- Atkins Holm Majurey Level 19, Emily Place Auckland 1010

		Attention:	Paul Majurey
		Email:	paul.majurey@ahmlaw.nz
	Waiohua Tāmaki Alliance Limited Partnership	Address:	17 Kotuitui Street, Manukau, Auckland 2104
		Attention:	Waiohua Tāmaki Alliance General Partner Limited
		Email:	waiohuatamakialliance@gmail.com

Agreed Terms

2. Definitions and Interpretation

In this Licence, defined terms and expressions used in this Licence will (unless inconsistent with the context) have the meaning set out below:

Access Date means that date set out in the Reference Schedule.

Affiliate means:

- (a) any person which beneficially owns (or together with its related entities, determined on the same basis as set out in paragraph (a) above beneficially has), whether directly or indirectly, a partnership interest that represents 20% or more of all partnership interests in either Rōpū; or
- (b) a person who controls, is controlled by, or is under common control, with either Rōpū or the General Partner of either Rōpū.

Authority means any local body (including Auckland Council), government or other authority having jurisdiction over, or authority, for the Land or the use or occupation of the Land (or any part).

Claim means any claim, proceeding, action, demand or suit (including for contribution or indemnity) at law or in equity including for payment of money (including damages) or for an extension of time, including by statute (to the extent permitted by law), in tort (in negligence, for negligent misrepresentation or otherwise), or for strict liability or for restitution.

Consents means any consent, authorisation, permit, registration, filing, agreement, notarisation, certificate, licence, approval or exemption from, by or with, a Department, Authority, judicial body or stock exchange that is required to enable the Rōpū to observe, comply with or perform any its obligations under this Licence and for the purpose of carrying out the Works, and includes consents required to comply with New Zealand law.

Consultants mean the consultants (including designers) appointed by the Rōpū for the Development from time to time.

Contractor means a contractor engaged by the Rōpū to undertake the Works or any part of the Works.

Costs means the costs of undertaking the Works s 9(2)(b)(ii)

Daylight Hours means the period of time set out in the Reference Schedule.

Department means any department of the Crown that provides services on or in relation to the Works or the implementation of this Licence as part of that department's function except that this does not include any department exercising a regulatory function.

s 9(2)(b)(ii)

Expiry Date means that date set out in the Reference Schedule.

s 9(2)(b)(ii)

General Partner means the entity that is the general partner in relation to the limited partnership created by the Limited Partnership Deed.

GST means goods and services tax under the Goods and Services Tax Act 1985.

Health and Safety Legislation means the Health and Safety at Work Act 2015.

HUD's Property Manager means, as at the date of this licence, that party (and any applicable person noted) as set out in the Reference Schedule.

Incident Document means the document arising from the investigation undertaken under clause 9.3(a)(i)(E)(VI).

Land means all of the land described in the Reference Schedule.

Limited Partnership Deed means the limited partnership deed establishing the Limited Partnership for the relevant Rōpū;

Notifiable Event has the meaning given to it under the Health and Safety Legislation.

Personnel means any employee, or agent of, or contractor (including any Contractor or any Consultant) of the Rōpū.

Reference Schedule means the schedule to the Contract Agreement which forms part of this Licence and is called the Reference Schedule.

Regulator has the meaning given to it by the Health and Safety Legislation.

Site Specific Safety Plan means the plan to be prepared under clause 9.3 of this Licence.

PCBU has the meaning given to it under the Health and Safety Legislation.

Permitted Use means the Rōpū accessing and occupying the Land for the purpose of undertaking the Works.

Working Day means a day of the week other than:

- (a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, Waitangi Day and the provincial anniversary observed in Wellington or Auckland;
- (b) any other day which becomes a public holiday under the Holidays Act 2003;
- (c) a day during the period commencing on 24 December in any year and expiring on 5 January in the following year; both days inclusive; and
- (d) for clarity, the days observed as Waitangi Day or Anzac Day under section 45A of the Holidays Act 2003.

Works means the Projects s 9(2)(b)(ii)

3. Licence to Access and Construct

3.1 Licence

Subject to clause 3.5 and in consideration of the sum of \$1.00 plus GST (if any) payable by the Rōpū to HUD if demanded, HUD grants to the Rōpū as a personal right only for the Rōpū and the Personnel, a non-exclusive licence over the Land on the basis set out in this Licence from the Access Date until the Expiry Date.

3.2 Alterations to the Land

The parties acknowledge that during the term of this Licence, the relevant part of the Carrington Site that is required by the Rōpū for the Works may change depending on the specific Works to be undertaken. Where the parties agree that the area of the Land subject to the Licence needs to be altered to reflect the specific Works to be undertaken by the Rōpū, the parties may agree to vary the area of the Land subject to this Licence by exchange of correspondence (and without completing a formal variation of this Licence, as would otherwise be required by clause 15.3).

3.3 Overlapping Licences and Co-ordination

- (a) The Rōpū acknowledge that during the term of this Licence:
 - (i) HUD may grant further access licences to third parties in relation to the Carrington site and that the area over which a licence is granted to these third parties may overlap with area of the Land (as varied from time to time pursuant to clause 3.2) over which Rōpū has been granted a licence; or
 - (ii) the area of the Land following variation in accordance with clause 3.2 may overlap with other licenced areas under access licences granted by HUD to third parties for the Carrington site.
- (b) Where HUD:
 - (i) enters into another access licence with a third party in relation to the Carrington site; or
 - (ii) varies the area of an existing access licence granted in relation to the Carrington site,

HUD will notify the Rōpū of the details of the new licence area or the varied licence area (as the case may be) and provide to the Rōpū the appropriate contact details of that licensee.
- (c) Where the Rōpū receives notification from HUD that the new or varied licence area will overlap with the Land or be located in close proximity to the Land, the Rōpū will work together with the relevant licensee to ensure the co-ordination of the Works undertaken under this Licence and the works to be undertaken by the relevant licensee.
- (d) HUD and the Rōpū acknowledge that to manage the co-ordination of Works to be undertaken in close proximity with other works on the Carrington site (whether by another licensee or an adjacent landowner), it may be necessary to agree tolerance controls to govern the relevant parts of the Works. The parties will work together to agree the terms of any necessary tolerance controls that may be required.

3.4 No interest and No assignment

The licence granted under this Licence:

- (a) does not create any estate or interest in the Land;
- (b) does not create any relationship of landlord and tenant between the Rōpū and HUD or any Department;
- (c) s 9(2)(b)(ii)
- (d) is personal to the Rōpū and may not be assigned or otherwise disposed of, and its benefits will not be shared with, or in any way made available to, any other person.

3.5 Access conditions

Before accessing the Land (or any part of the Land) the Rōpū will:

- (a) s 9(2)(b)(ii) have the Site Specific Safety Plan audited by an independent third party to confirm that it complies with the requirements of clause 9.3(a), subject to the appointment of the independent third party first being approved by HUD (acting reasonably);
- (b) if the independent auditor raises any concerns, address such concerns to the satisfaction of the independent auditor;
- (c) provide to HUD:
 - (i) a copy of the Site Specific Safety Plan;
 - (ii) a copy of the report from the independent third party; and
 - (iii) evidence that any issues or concerns raised by the independent auditor have been addressed; and
- (d) provide to the satisfaction of HUD evidence that the Rōpū (or the Contractor or Consultant as the case may be) has satisfied its insurance obligations under clause 8.

4. Licence Terms and Conditions

4.1 Terms and access

- (a) The Licence will commence on the Access Date and will expire on the Expiry Date.
- (b) HUD may give the Rōpū written notice suspending the rights of the Rōpū under this Licence from the date set out in HUD's notice if HUD reasonably believes that it needs to take action in connection with the Works (whether or not a Notifiable Event has occurred or been notified to HUD or the Regulator) because:
 - (i) of serious injury or death to persons;
 - (ii) HUD assesses that there is a serious risk to the health and safety of persons;
 - (iii) without limiting paragraph (ii), of any duties or potential or actual liabilities HUD considers it has, or may have, under Health and Safety Legislation or the Resource Management Act 1991;
 - (iv) HUD assesses that there is a serious risk to property;

- (v) HUD assesses that there is a serious risk to the environment following identification of contamination affecting or threatening to affect all or part of any of the Land; or
- (vi) HUD or any Department needs to discharge a statutory duty, and the Rōpū will not make any claim against HUD in connection with the suspension of rights under this clause, unless and to the extent that it is proven that HUD has acted unlawfully recklessly, or negligently.

4.2 Purpose

This licence is granted to the Rōpū for the purpose of permitting the Rōpū and the Personnel to:

- (a) enter, occupy and remain on the Land to undertake all necessary inspections, investigations, surveys, testing, and any other matters that the Rōpū considers necessary for the lodgement of any Consent application; and
- (b) undertake the Works.

4.3

s 9(2)(b)(ii)

4.4 Access to the Land

The Rōpū acknowledges and agrees that:

- (a) HUD has appointed HUD's Property Manager to manage the Land on behalf of HUD;
- (b) Prior to accessing the Land, the Rōpū will notify HUD's Property Manager of the proposed programme of Works;
- (c) the Rōpū will update the Property Manager where there are any significant changes to the proposed programme of Works or where the Rōpū has any additional access requirements in relation to the Land in addition to those set out in the programme of Works; and
- (d) HUD will procure HUD's Property Manager to respond promptly to any request from the Rōpū for access to any part of the Land that requires a key or access code.

4.5 Use of Land

- (a) The Rōpū must only use the Land for the Permitted Use
- (b) Subject to the terms of any Consent (if required) and/or statutory provisions, the hours of Work on the Land shall be the Daylight Hours.

5. Covenants

The Rōpū, in accepting this Licence, and for the duration of this Licence, warrants, covenants and undertakes to HUD that in exercising the rights under this Licence the Rōpū will:

- (a) complete the Works;
- (b) obtain or operate under all Consents needed for the carrying out of the Works;

- (c) not undertake any Works on the Land unless all required Consents have been obtained for the Works to be undertaken;
- (d) pay all outgoings and utilities consumed by the Rōpū, including any fixed costs, during the term of this Licence;
- (e) comply with the terms of this Licence;
- (f) complete the Works in accordance with good professional principles and practices;
- (g) not use the Land or any part of the Land for any purpose other than for the purpose of carrying out the Works and the performance of its obligations under this Licence;
- (h) regularly remove all rubbish from the Land and otherwise maintain and keep the Land in a clean and tidy condition;
- (i) only undertake the Works during Daylight Hours unless any Consent allows the Works to be undertaken at different times and hours in which case the Rōpū may carry out the Works at the times and on the days set out in the Consent(s);
- (j) comply with all relevant Consents;
- (k) comply with any restrictions recorded on the record of title for the Land (if any);
- (l) comply at all times with all laws, including any and all laws, regulations, bylaws and rules relating to health and safety of any party who may access the Land and comply with HUD's reasonable health and safety requirements during the term of the Licence;
- (m) implement and comply at all times with the Site Specific Safety Plan;
- (n) take all practicable steps to reduce, eliminate, mitigate or avoid any nuisance or aggravating factors arising from any activity it undertakes on the Land or any part of the Land;
- (o) not permit any act or omission that may:
 - (i) give rise to an interest in the Land or any part of the Land to a third party;
 - (ii) cause damage to the land or property of a third party (including any utilities owned by a relevant Authority other than permitted by a Consent, or a HUD approval); or
 - (iii) cause damage to the Land (except in conjunction with the performance of the obligations of the Rōpū under this Licence);
- (p) not erect any signing, hoarding, advertising or structure (whether temporary or not) except as otherwise approved by HUD; and
- (q) s 9(2)(b)(ii)

6. Works

6.1 Rōpū to undertake Works

As soon as practicable after the Access Date, and subject to (a) and (b) of this clause, the Rōpū will undertake the Works. Works undertaken during the term of the Licence will be undertaken:

- (a) subject to and in accordance with this Licence; and
- (b) in accordance with the agreed programme and the relevant Consents issued for the Works, with the anticipated start date being the Access Date.

6.2 Notice of completion of Works

The Rōpū will give HUD written notice (**Completion Notice**) immediately following completion of the Works, including providing HUD with copies of any required code compliance certificates (or any equivalent certification for the relevant civil works) needed in relation to the Works.

6.3 Inspection of Works

Following receipt of the Completion Notice, HUD:

- (a) may inspect the Land to ensure that the Rōpū has completed the Works to the standard required by this Licence; and
- (b) will give the Rōpū written notice (**Inspection Notice**) setting out whether HUD considers the Works to be complete.

6.4 Notice where Works incomplete

If the Inspection Notice states that HUD considers the Works to be incomplete, then:

- (a) the parties will meet and liaise to determine whether the Works can reasonably be considered to be complete or whether further work is required before the Works are complete (in which case the Rōpū will serve a further Completion Notice on completion of that further work); and
- (b) any continuing dispute as to whether the Works can reasonably be considered to be complete will be determined under clause 13.

6.5 Prompt notice

If HUD does not give the Inspection Notice within

- (a) 10 working days of the date of the Completion Notice, the Rōpū may give HUD a written prompt notice (Prompt Notice); and
- (b) 10 working days of a Prompt Notice, then HUD will be deemed to have accepted that the Works are complete.

7.

s 9(2)(b)(ii)

7.1


7.2 HUD to have the right to inspect

- (a) During the term of the Licence, HUD may, on reasonable prior notice (except in the case of an emergency), access the Land for the purpose of inspecting the progress of the Works and ensuring that the Works are being completed in accordance with this Licence.
- (b) Any party accessing the Land will comply with the health and safety plans that have been put in place by the Rōpū and the Contractor and have regard to any hazard notifications affecting the Land and the Works.
- (c) The Rōpū may refuse access to, or limit access to parts of, the Land if the requested time for accessing the Land would coincide with the undertaking of any Works that the Rōpū considers to have an unacceptable hazard or risk level for any person exercising such access rights.

8. Insurance and Limits on Duties and Responsibilities

8.1 Insurance

s 9(2)(b)(ii)



8.2 Period of insurance

The Rōpū must (or where the Rōpū elects to procure the Contractor or the Consultants to effect the necessary insurance, must procure the Contractor or Consultants) to:

- (a) effect the insurance referred to in clause 8.1(b) with an insurance company approved by HUD before accessing the Land and must maintain it for at least s 9(2)(b)(ii) or until the Expiry Date, whichever is earlier;
- (b) effect the insurances referred to in clause 8.1(a)(i) and (ii) with an insurance company approved by HUD before accessing the Land and must maintain them until the Expiry Date; and
- (c) provide to HUD upon request evidence of the insurances referred to in clause 8.1 being in place.

8.3 Specific requirements

s 9(2)(b)(ii)

9. Health and Safety

9.1 General obligations of the Rōpū

In relation to the Works, the Rōpū will undertake the Works or procure that the Works are undertaken in accordance with:

- (a) Health and Safety Legislation;
- (b) all local and national standards, approved codes of practice or generally accepted practices applicable to the industry in which the Rōpū and its Contractor operates;
- (c) the Site Specific Safety Plan (except to the extent that the Site Specific Safety Plan is in breach of the Health and Safety Legislation); and
- (d) any other applicable law.

9.2 Rōpū to consult, co-operate and co-ordinate

In relation to the Works the Rōpū will:

- (a) promptly provide to HUD all and any information reasonably requested by HUD in connection with the Health and Safety Legislation, including for risk assessment purposes and any information necessary for HUD to comply with its obligations under the Health and Safety Legislation; and

- (b) consult, co-operate and co-ordinate with HUD and any other PCBU that has a duty under the Health and Safety Legislation in connection with the Works.
- (c) the Rōpū acknowledges and accepts that there may be other parties undertaking works on or in the vicinity of the Land, and that the Rōpū will have a responsibility to ensure that the Works undertaken under this Licence are co-ordinated with those parties, including in relation to any obligations or duties that may arise under the Health and Safety Legislation.

9.3 Site Specific Safety Plan

- (a) The Rōpū will ensure its contract with the Contractor requires the Contractor to:
 - (i) Prepare a Site Specific Safety Plan that will:
 - (A) be prepared for the execution of Works and submitted to HUD in accordance with clause 2.3(c) of this Licence;
 - (B) be prepared in accordance with the Rōpū's applicable health and safety policies and procedures;
 - (C) be prepared in accordance with good industry practice;
 - (D) have reasonable regard to any particular reasonable health and safety requirements of HUD (as advised by HUD or provided to the Rōpū by HUD from time to time) and will be, at a minimum, consistent with the same;
 - (E) include provision for dealing with a Notifiable Event that at a minimum will require the Contractor to:
 - (I) record all Notifiable Events in a register that can be accessed by HUD from time to time as it may require;
 - (II) notify HUD of all deaths or serious injuries on the Land as soon as reasonably practicable after their occurrence;
 - (III) investigate each Notifiable Event for the purpose of understanding the cause of and reasons for the Notifiable Event and (so far as is reasonably practicable) preventing the same or a related Notifiable Event occurring in future and to make the outcome of that investigation available to HUD if requested by HUD;
 - (IV) fully cooperate with any investigation into a Notifiable Event by the Regulator;
 - (V) if requested by HUD, allow and assist HUD to investigate a Notifiable Event for the purpose of understanding the cause of and reasons for the Notifiable Event and (so far as is reasonably practicable) preventing the same or a related Notifiable Event occurring in future;
 - (VI) perform and complete the action items as described in an Incident Document or any other action item reasonably requested by HUD (each an Action Item);
 - (VII) at the times reasonably requested by HUD, report to HUD on the Contractor's performance compared to the Action Items; and

- (VIII) monitor and record each Notifiable Event that occurs under or in relation to this Licence or that is associated with the carrying out of the Works including (if applicable) details of the working hours of personnel involved in the Notifiable Event;
 - (F) agree to take into consideration any issues or concerns raised as part of the audit to be carried out of the Site Specific Safety Plan under clause 9.3(a)(i); and
 - (G) amend or update the Site Specific Safety Plan following a change to the Works including relating to the Land or the Works that materially changes the position in relation to health and safety on the Land.
- (b) The Rōpū acknowledge and agree that:
 - (i) The Site Specific Safety Plan will apply to the Land and the Works;
 - (ii) without limiting any of the health and safety obligations of the Rōpū under this Licence or at law (including for the avoidance of doubt and without limitation the Health and Safety Legislation), during the term of this Licence the Rōpū will be responsible for the management and control of the Land and coordination of the Works including the Works' health and safety requirements, regardless of whether such works are being carried out by the Rōpū, the Contractor, a subcontractor or any other party, including:
 - (A) taking all necessary measures to control access to the Land; and
 - (B) ensuring that all parties accessing or visiting the Land have undertaken an induction in relation to the applicable policies and requirements relating to the Land and all hazards to the Land before commencing work on or accessing the Land and comply strictly with those policies and requirements at all times while on the Land;
 - (iii) its compliance with the Site Specific Safety Plan will not relieve the Rōpū from any of its duties, obligations, and liabilities under this Licence or at law (including for the avoidance of doubt and without limitation the Health and Safety Legislation); and
 - (iv) without limiting the obligations of the Rōpū under this Licence or at law, the exercise or non-exercise of HUD's rights in relation to health and safety under and in relation to this Licence or the Health and Safety Legislation will not affect or limit the obligations of the Rōpū under this Licence or the Health and Safety Legislation.

9.4 The Regulator

- (a) If the Rōpū, a contractor, subcontractor or separate contractor is issued an infringement, improvement or prohibition notice by a Regulator, the Rōpū will notify HUD immediately and, unless prohibited by law, provide a description of the contents, reasons for, and any consequences for the Rōpū, a contractor, subcontractor or separate contractor (as applicable) and HUD of such a notice if:
 - (i) the notice was received in relation to work being performed under this Licence or on the Land; or

- (ii) it would be prudent to give that notice and description to ensure the health and safety of workers and others on the Land or under or in relation to this Licence.
- (b) To the extent permitted by law, if the Rōpū receives a request for information or a meeting from the Regulator in relation to any matter relating to the Works, the Rōpū will:
 - (i) notify HUD of the date on which the Rōpū will comply with that request and the information that the Rōpū will provide to the Regulator;
 - (ii) if permitted, keep HUD updated promptly of any communications with the Regulator including allowing HUD or its representatives to attend any meeting with the Regulator as an observer; and
 - (iii) not make any admission or compromise for or on behalf of HUD.

9.5 Rōpū warranties

Without prejudice to the warranties contained elsewhere in this Licence, the Rōpū warrants to HUD that the Rōpū will, as far as reasonably practicable:

- (a) comply with the obligations of the Rōpū in this clause 9; and
- (b) ensure that when carrying out the Works the Rōpū and the Personnel will not do anything, or use materials, substances or processes that:
 - (i) give rise to a breach of duty or obligation of the Rōpū under the Health and Safety Legislation; or
 - (ii) do or are likely to give rise to, enforcement proceedings or a prosecution under the Health and Safety Legislation against HUD, the Rōpū or the Personnel.

9.6 Relationship to Health and Safety obligations s 9(2)(b)(ii)

s 9(2)(b)(ii)

For clarity and to avoid duplication, HUD confirms that where an injury, notice or other event has been reported to HUD s 9(2)(b)(ii), the Rōpū will not be required to submit a duplicate report to HUD of the same injury, notice or other event pursuant to this clause 9.

10. No Warranty and Acknowledgement of Risk by the Rōpū

- (a) HUD does not warrant or represent that:
 - (i) the use of the Land by the Rōpū will comply with the Law;
 - (ii) the Land is or will remain suitable or adequate for the Permitted Use (or any other use of the Land); or
 - (iii) the Permitted Use is a permitted activity under the Auckland Unitary Plan.
- (b) HUD makes no representations as to whether Consents are required from any Authority to enable the Rōpū to undertake the Works.
- (c) The Rōpū accepts the Land as being satisfactory in all respects with full knowledge of, and subject to, any prohibitions or restrictions on the use of the Land. The Rōpū has entered into this licence completely in reliance on its own

skill and knowledge and not in reliance on any warranty or representation by or on behalf of HUD.

- (d) The Rōpū agrees and accepts that its occupation and use of the Land is at the risk of the Rōpū entirely.

11. Obligations of the Rōpū on Expiry or Termination

- (a) On the earlier of the Expiry Date or earlier termination of this Licence the Rōpū will:
 - (i) remove the property of the Rōpū from the Land;
 - (ii) remove all debris and any rubbish from the Land; and
 - (iii) make good any damage caused to the Land (with the exception of any damage caused as a necessary consequence of carrying out the Permitted Use).
- (b) The Rōpū will have no claim against HUD in respect of any property remaining on the Land after the Expiry Date or earlier termination of this Licence, which will then become the property of HUD and may be removed or disposed of by HUD without compensation to the Rōpū.
- (c) Termination of this Licence will be without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach.

12. Statutory Compliance

The Rōpū must at all times comply with all:

- (a) Statutes, ordinances, bylaws, regulations and other lawful requirements that apply to the occupation of the Land and the Permitted Use of the Land by the Rōpū; and
- (b) Consents, licences, notices, orders, requisitions, conditions or requirements which may be given or required by any relevant Authority that apply to the occupation of the Land and the Permitted Use of the Land by the Rōpū.

13. Dispute Resolution

s 9(2)(b)(ii)

14. Confidentiality

14.1 Protection of confidential information

A party may only use confidential information of another party for the purposes of this Licence, and will keep (and will procure that its Related Parties also keep) the existence and the terms of this Licence, the transactions contemplated by this Licence and any other confidential information of another party confidential except where:

- (a) in respect of information already in the public domain (but not because of a breach of this Licence) or the party has independently created the information;
- (b) disclosure is required by law or a regulatory body (including a relevant stock exchange listing rules) and (if practicable) the notifying party has taken reasonable action to minimise the extent of such disclosure and has given the other party a reasonable opportunity to comment on the contents of, and the requirement for, the disclosure;
- (c) any disclosure required by Law or to obtain any consent or approval needed for the purposes of the Works;
- (d) disclosure to solicitors, barristers or other professional advisers under a duty of confidentiality;
- (e) disclosure is made to a representative of that party who must know for the purposes of this Licence on the basis that the person keeps the information confidential;
- (f) any disclosure made by HUD of the current area of the Land under this Licence, as required by clause 3.2 (including disclosing the map attached as Schedule 1); or
- (g) any disclosure under, and in accordance with, clause 14.2.

14.2 Official Information Act

- (a) In relation to clause 14.1, the Rōpū acknowledges that HUD is or may be subject to the Official Information Act 1982 (OIA), by a Minister, by parliamentary convention, or by a select committee or Ministerial or parliamentary inquiry to disclose the terms and the existence of this licence or other information if so requested, and if there is no good reason under the OIA to withhold that information. HUD will use reasonable endeavours to consult with the Rōpū on any request received by HUD under the OIA that relates to the terms and the existence of this licence or related information and the response to be given to that request.
- (b) If HUD is required to, or wishes to, make a disclosure of the kind described in clause 14.2(a) then, subject to its legal obligations and any applicable conventions or customs, HUD will (in addition to the requirement to consult noted above) use reasonable endeavours to make the Rōpū aware of the disclosure before it is made and will consult with the Rōpū in relation to any claims by the Rōpū that any disclosure may be commercially or otherwise prejudicial to the Rōpū.

15. General Provisions

15.1 s 9(2)(b)(ii)

15.2 Severability

A provision of this Licence that is illegal, invalid or unenforceable is ineffective to the extent of the illegality, invalidity or unenforceability. This does not affect the validity or enforceability of the remainder of the Licence.

15.3 Variation

A variation of this Licence will be in writing and signed by or on behalf of each party.

15.4 Entire agreement

This Licence constitutes the entire agreement between the parties and supersedes all or any other prior oral or written understandings, representations or commitments at any time express or implied.

15.5 Further assurances

Each party will do all acts and things, including the execution of all relevant documents, as may be reasonable to implement and carry out its obligations under, and contemplated by, this Licence.

15.6 Governing law

This Licence is governed by the laws of New Zealand.

15.7 Counterparts

This Licence may be executed in any number of counterparts (including facsimile or scanned PDF counterpart), each of which will be deemed to be an original, but all of which together will constitute the same instrument. No counterparts will be effective until each party has executed at least one.

15.8 Notices

- (a) All notices and other communications required or permitted under this Licence will be in writing and will be delivered personally, sent by post (within New Zealand) or by email to the address set out in the Reference Schedule.
- (b) Where notices or communications are:
 - (i) sent by email notices will be deemed served when sent to a notified email address and receipt acknowledged orally by the recipient or by writing including by a return, non-automated, email;
 - (ii) personally delivered notices will be deemed served when received at the recipients' notified address prior to 5pm on any Working Day; and
 - (iii) sent by post notices will be deemed served within New Zealand on the second Working Day following the posting by the sender to the recipients' notified address.

Signing page

EXECUTED as an agreement.

SIGNED for and on behalf of the **Sovereign in Right of New Zealand acting by and through the Chief Executive of Te Tūāpapa Kura Kāinga - Ministry of Housing and Urban Development** in the presence of:

Signature of authorised signatory

Signature of witness

Name of authorised signatory

Name of witness

Occupation of witness

City/town of residence

SIGNED for and on behalf of the **Marutūāhu Rōpū Limited Partnership** by its General Partner **Marutūāhu Rōpū General Partner Limited** by:

Signature of authorised signatory

Signature of witness

Name of authorised signatory

Name of witness

Occupation of witness

City/town of residence

SIGNED for and on behalf of the **Waiohua
Tamaki Alliance Limited Partnership** by its
General Partner **Waiohua Tamaki Alliance
General Partner** by:

Signature of authorised signatory

Signature of witness

Name of authorised signatory

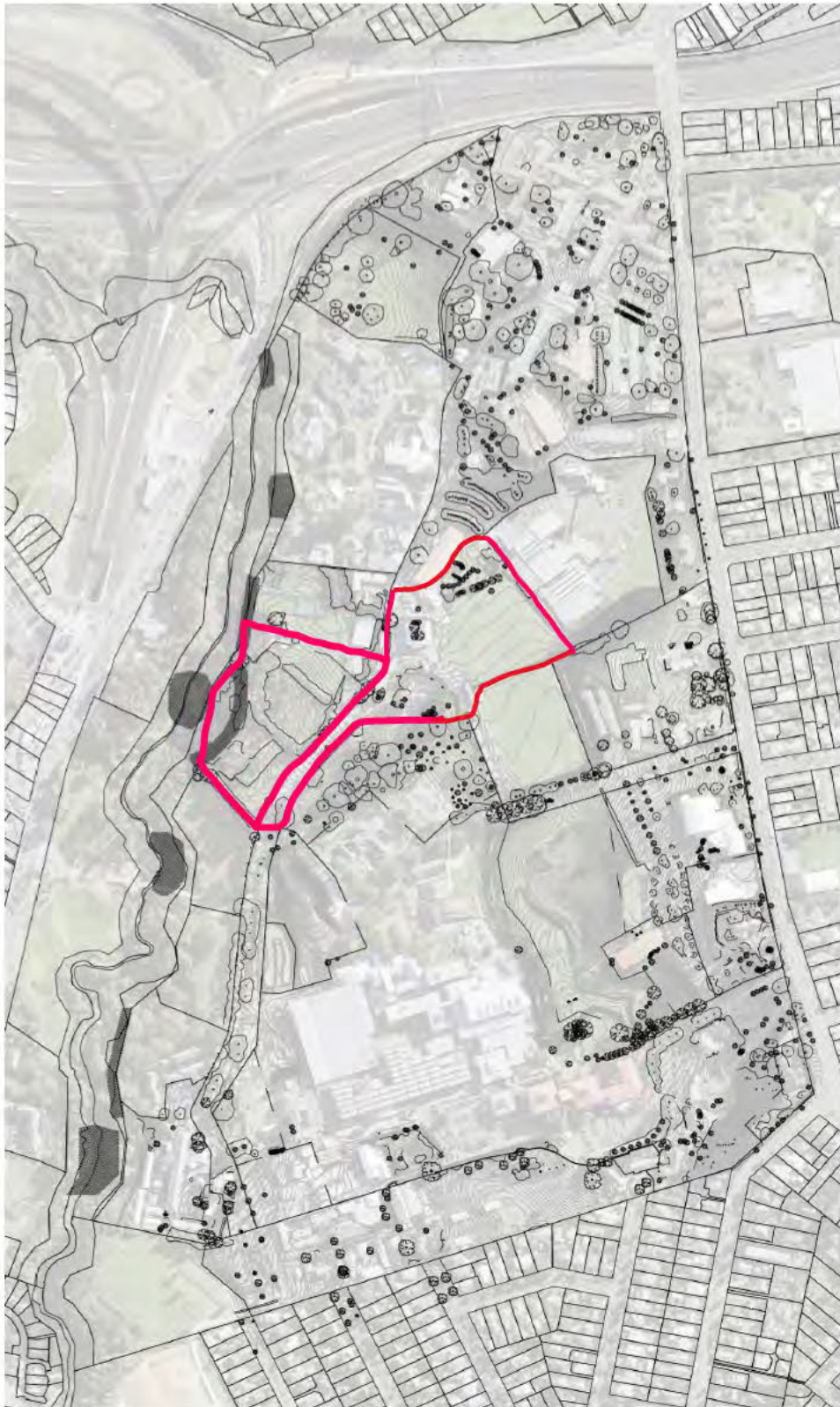
Name of witness

Occupation of witness

City/town of residence

Schedule 1 – Land

All the land held by the Crown for State housing purposes and outlined in red.





14 January 2022

Marutūāhu Ropu Limited Partnership and Waiohua Tamaki Alliance Limited Partnership

By email: paul.majurey@ahmlaw.nz, waiohuatamakialliance@gmail.com,
james.brown@ngaitaitamaki.iwi.nz, nick@tamaoho.maori.nz,
josiesmithnz@gmail.com, tewarena.tauua@tekawerau.iwi.nz,
karen.wilson@teakitai.com.

Tēnā koutou

Access Licence: Agreement to update Schedule 1

We refer to the Access Licence between HUD and Marutūāhu Ropu Limited Partnership and Waiohua Tamaki Alliance Limited Partnership (the Rōpū), dated 3 June 2021 granting access to the Rōpū to carry out works on the Carrington site (the Access Licence).

Pursuant to clause 3.2 of the Access Licence,, the Land may change depending on the Works to be undertaken. The parties are wishing to agree to vary the Land area.

On behalf of Te Tūāpapa Kura Kāinga – the Ministry of Housing and Urban Development, I write to record our agreement that the new Land area described in the new Plan **attached** as Schedule 1 to this letter be the replacement Schedule 1 to the Access Licence.

Except as varied by this letter, all other terms of the Access Licence remain in full force and effect.

Your confirmation by return email will complete our agreement.

Nāku noa, nā

Benjamin Speedy

Acting Manager, Land for Housing Programme

Te Tūāpapa Kura Kāinga – Ministry of Housing and Urban Development (HUD)

Schedule 1 – Land

All the land held by the Crown for State housing purposes and outlined in red

